

CITY OF ENGLEWOOD

**NOTICE OF APPROVAL
OF A BILL FOR AN ORDINANCE**

On the 19th day of March, 2018, the City Council of the City of Englewood, Colorado, approved on first reading the following Council Bill:

**BY AUTHORITY
COUNCIL BILL NO. 6
INTRODUCED BY
COUNCIL MEMBER OLSON**

BILL FOR AN ORDINANCE
AUTHORIZING A FOURTH
AMENDMENT TO THE
INTERGOVERNMENTAL
AGREEMENT AMENDING THE "ART"
SHUTTLE COST SHARING
INTERGOVERNMENTAL
AGREEMENT BETWEEN THE
REGIONAL TRANSPORTATION
DISTRICT AND THE CITY OF
ENGLEWOOD.

Copies of the aforesaid council bill are available for public inspection in the office of the City Clerk, City of Englewood, Civic Center, 1000 Englewood Parkway, Englewood, Colorado 80110 or it can be found at <http://www.engagewoodco.gov>, Government, Legal/Public Notices.

Published: March 21, 2018
Official Website of the
City of Englewood, Colorado

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2018

COUNCIL BILL NO. 6
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING A FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT AMENDING THE "ART" SHUTTLE COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT AND THE CITY OF ENGLEWOOD.

WHEREAS, Council has approved Intergovernmental Agreements (IGA) between the City and the Regional Transportation District (RTD) for funding of the Englewood Circulator Shuttle from 2004 through 2016;

WHEREAS, in 2014, RTD added a provision to their standard Intergovernmental Agreement that provides for either party to amend only the financial commitment under the agreement (Paragraph 10H), for 2015. This allows for a simple amendment to the IGA stipulating the new funding amounts since all other provisions of the IGA will not change, which the Englewood City Council authorized by the passage of Ordinance No. 5, Series of 2015;

WHEREAS, in 2014, RTD added a provision to their standard Intergovernmental Agreement that provides for either party to amend only the financial commitment under the agreement (Paragraph 10H), for 2015;

WHEREAS, the Englewood City Council authorized a Second Amendment to IGA entitled "Funding Agreement for RTD Funding of Local Transportation Services" (Englewood Art Shuttle) between the Regional Transportation District (RTD) and the City of Englewood, Colorado by the passage of Ordinance No. 12, Series of 2016;

WHEREAS, the Englewood City Council authorized a Third Amendment to the IGA entitled "Funding Agreement for RTD Funding of Local Transportation Services" (Englewood Art Shuttle) between the Regional Transportation District (RTD) and the City of Englewood, Colorado by the passage of Ordinance No. 9, Series of 2017;

WHEREAS, the passage of this ordinance allows for a simple Fourth Amendment to the IGA stipulating the new funding amounts since all other provisions of the IGA will not change;

WHEREAS, the City will reimburse RTD in an amount equal to the firebox revenue that would have been collected had the shuttle operated as a fair service rather than a free service; and

WHEREAS, for calendar year 2018, the estimated lost fare amount equals \$XXX,XXX which has been budgeted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Fourth amendment to the IGA entitled "Fourth Amendment to Funding Agreement for RTD Funding of Local Transportation Services (Englewood Art Shuttle)" between the Regional Transportation District (RTD) and the City of Englewood, Colorado, as attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to execute and attest said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the _____ day of March, 2018.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the _____ day of March, 2018.

Published as a Bill for an Ordinance on the City's official website beginning on the _____ day of March, 2018 for thirty (30) days.

_____, Mayor
ATTEST:

Stephanie Carlile, City Clerk

I, Stephanie Carlile, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Bill for an Ordinance introduced, read in full, and passed on first reading on the _____ of March 2018.

Stephanie Carlile

Contract Approval Summary

Contact Identification Information (to be completed by the City Clerk)

ID number:	Authorizing Resolution/Ordinance:
	Recording Information:

City Contact Information

Staff Contact Person: Harold J. Stitt	Phone: 303 762-2341
Title: Senior Planner	Email: hstitt@englewoodco.gov

Vendor Contact Information

Vendor Name: RTD	Vendor Contact: Brian Matthews
Vendor Address: 1660 Blake Street, BLK-15	Vendor Phone: 303 299-2155
City: Denver	Vendor Email: Brian.Matthews@rtd-denver.com
State: CO	Zip Code: 80202

Contract Type

Contract Type :Intergovernmental Agreement
Description of 'Other' Contract Type:

Intergovernmental Agreement for 2018 RTD funding for the Englewood Trolley

Description of Contract Work/Services:

Attachments:

- ☒Contract -- ☐Original ☒Copy
☐Addendum(s)
☐Exhibit(s)
☐Certificate of Insurance

Summary of Terms:

Start Date: January 1, 2018	End Date: December 31, 2018	Total Years of Term: 1
Total Amount of Contract for term (or estimated amount if based on item pricing):	\$321,208 RTD \$ 65,084 COE	
If Amended:	Original Amount \$	Amendment Amount \$
Total as Amended: \$		
Renewal options available: 1		
Payment terms (please describe terms or attach schedule if based on deliverables):	RTD reimburses the monthly Englewood Trolley vendor charges less the monthly prorated COE portion.	

Attachments:

Contract Approval Summary

- ☒ Copy of original Contract if this is an amendment
☐ Copies of related Contracts/Conveyances/Documents

Source of funds:

Budgeted Funds:	\$65,084		
Line Item Description: Contractual	Line Item Total Funding: \$923,668		Portion of Line Item spent to date: \$42,170.20
Funding Source:	Fund:02	Division Code:0801	
Note (if needed):			

Attachments:

- ☒ Copy of budget page from current budget book if contract value \$25,000 or over or requires Council approval.

Process for Choosing Vendor:

- ☐ Bid: ☐ Bid Evaluation Summary attached
☐ Bid Response of proposed awardee
☐ RFP: ☐ RFP Evaluation Summary attached
☐ RFP Response of proposed awardee
☐ Quotes: Copy of Quotes attached
☐ Sole Source: Explain Need below

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- ☐ Other: Please describe

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**FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(ENGLEWOOD art SHUTTLE)**

This Funding Agreement for RTD Funding of Local Transportation Services (Englewood art Shuttle) ("Agreement") is made this 4th day of April, 2014, between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("RTD") and the City of Englewood, Colorado, a Colorado home rule city ("Local Entity"). The Local Entity and RTD may also be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "RTD Act"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Local Entity may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C. RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Local Entity.
- D. The Parties agree that the transit services described in Exhibit A ("Services") provide mobility and access to the business and residential areas in and around the Local Entity.
- E. RTD wishes to financially contribute to the provision of the Services according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

- A. **Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A:	Description of the Services
Exhibit B:	Description of the RTD Funding
Exhibit C:	Communication and Notices – Contacts

Exhibit D: Special Provisions

- B. Recitals.** The recitals set forth above are incorporated herein by this reference.
- C. Scope.** The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.
- 2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES.** The Local Entity shall continue to manage and operate, either directly or through its designated agent(s), the Services. The Local Entity and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Local Entity shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "Laws"), and the Local Entity shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Local Entity ceases to provide the Services.
- 3. SERVICES.** The hours, frequency, routes and schedule of the Services ("Operating Parameters") shall be as shown on **Exhibit A**. No changes shall be made to the Operating Parameters during the term of this Agreement without the written agreement of both Parties, or if changes are made to the Operating Parameters without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement without any notice. In the event that RTD terminates this Agreement in accordance with this Section 3, RTD will not provide any funding for Services outside the Operating Parameters.
- 4. RTD FUNDING.** In partial support of the Services, RTD will reimburse the Local Entity for the Net Cost of the Services up to the amount and for the term set out in **Exhibit B** ("RTD Funding"). RTD Funding does not include any additional operating costs for services in excess of the Operating Parameters as set out in Exhibit A, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding.

5. INVOICING AND PAYMENT.

- A.** The Local Entity will submit an invoice to RTD on a monthly basis for payment of the RTD Funding. Unless otherwise agreed by the Parties, the invoice shall include an itemized list of reimbursable operating expenses and a summary of service hours, mileage, passenger boardings, and any other information that RTD otherwise reasonably requests.
- B.** RTD will pay all approved invoices within thirty calendar (30) days after RTD has received the invoice. If RTD does not approve an invoice from the Local Entity, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

- 6. RECORDS.** The Local Entity, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Local Entity, or its designated agent, shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database (“NTD”) data shall be kept in accordance with Federal Transit Administration (“FTA”) requirements and shall be reported as part of RTD’s NTD submission.

7. MARKETING.

- A.** The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Local Entity shall allow RTD to display an appropriate RTD logo stating that the Services are “in partnership with RTD” on all vehicles used to furnish the Services and financially supported in part by RTD through this Agreement.
- B.** The Local Entity and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the opportunity to review and approve any marketing materials for the Services.

- 8. SERVICE MONITORING.** RTD reserves the right, in its sole discretion, to set and to assess the performance expectations of the Services. If RTD determines that the RTD Funding is not warranted in accordance with RTD’s performance expectations, RTD shall notify the Local Entity as soon as practicable.

9. LIABILITY AND INSURANCE.

- A. The Parties agree that RTD shall have no liability to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Local Entity, and the Local Entity shall have no liability to third parties arising out of the operations or management of any RTD services. This provision shall survive termination of this Agreement.
- B. The Local Entity and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.
- C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

10. GENERAL PROVISIONS.

- A. **Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this Agreement, as set out in **Exhibit B**, have been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. If the Parties intend to provide RTD Funding for future years, Exhibit B must be amended in accordance with Section 10.D. Nothing herein obligates RTD to budget, authorize or appropriate funds for any future fiscal year.
- B. **Other Sources of Funding.** Nothing in this Agreement will prevent the Local Entity from collecting contributions or fees from entities other than RTD to help defray any unreimbursed costs of providing the Service, except that RTD shall not be a party to any such arrangement.
- C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or

negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein

- D. Amendment.** No amendment to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.
- E. Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
- F. Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses specified on **Exhibit C**. The addresses or contacts may be changed by the Parties by written notice to the other Party.
- G. Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2014 and shall remain in effect until terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates RTD to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.
- H. Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.
- I. Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

- J. No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*
- K. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- L. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- M. Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- N. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- O. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.
- P. Changes in Law.** This Agreement is subject to such modifications as may be required by changes in City, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.
- Q. Status of Parties.**
- (1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other

Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

- (2) The Local Entity and/or its designated agent(s) shall be responsible for all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees. The Local Entity acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Local Entity or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Local Entity shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

R. Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

S. Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION
DISTRICT

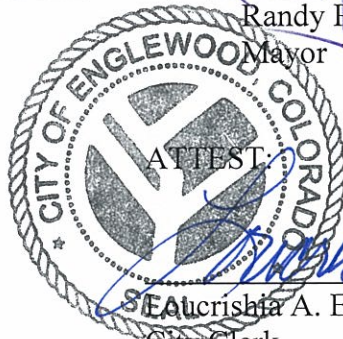
CITY OF ENGLEWOOD

By: _____

Phillip A. Washington
General Manager

By: _____

Randy P. Penn
Mayor



ATTEST:

SEAL
Alicia A. Ellis
City Clerk

Approved as to legal form for RTD:

Rolf G. Asphaug
Deputy General Counsel

Exhibit A
Description of the Services

Span of Service:

Weekday-	6:30 AM- 6:30 PM
Saturday-	No service provided
Sunday-	No service provided
Holidays-	No service provided

Service Frequency:

Weekday	every 15 minutes
Saturday-	Not Applicable
Sunday-	Not Applicable
Holidays-	Not Applicable

Annual Revenue Hours:

Weekday-	6,120
Saturday-	Not Applicable
Sunday-	Not Applicable
Holidays-	<u>Not Applicable</u>

Total	6,120
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Exhibit B
Description of the RTD Funding

Expenses- January 2014 – December 31, 2014

art operating hours expense-6120 hours @ 43.91 per hour	\$ 268,729
art fuel expenses	<u>\$ 48,520</u>
Total Expenses	\$ 317,249

Estimated Farebox Revenue- January 2014 – December 2014

Estimated Farebox Revenue*	\$ 59,838
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* Because the City offers the art as a fare-free service, Estimated Farebox Revenue is based upon a survey performed in October 2013 by RTD that determined the average fare that would have been collected had the City charged RTD's local fare for the art service, and using the Operating Parameters set out in Exhibit A.

RTD Funding*

	\$317,249 (Expenses)
	- <u>\$ 59,838 (Estimated Farebox Revenue)</u>
RTD Funding	\$257,411

*The RTD Funding is calculated as the Net Cost of operating the **art** service up to the amount set out above. Net Cost is calculated as Expenses (all operating costs for the **art** including fuel but not administrative costs) less Estimated Farebox Revenue.

Exhibit C
Communication and Notices – Contacts

For the City:

City of Englewood
Community Development Department
1000 Englewood Parkway
Englewood, Colorado 80110
Attn: Harold Stitt
303.762.2341

For the RTD:

Regional Transportation District
1600 Blake Street
Denver, Colorado 80202
Attn: Bruce Abel
303.299.2839

Exhibit D
Special Provisions

DRUG AND ALCOHOL TESTING PROGRAM. The Local Entity shall require its contractor providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Local Entity further agrees to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202. To certify compliance, the Local Entity will use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

FOURTH AMENDMENT TO FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (ENGLEWOOD TROLLEY)

This Fourth Amendment to **FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (ENGLEWOOD TROLLEY)** ("Fourth Amendment") is hereby made by and between the Regional Transportation District ("RTD") and CITY OF ENGLEWOOD ("LOCAL ENTITY"). RTD and LOCAL ENTITY also may be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

- A. RTD and LOCAL ENTITY entered into a **FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (ENGLEWOOD TROLLEY)** dated April 4, 2014 , which the Parties subsequently amended by the First Amendment dated February 19, 2015 in order to provide RTD Funding for 2015, the Second Amendment dated April 13, 2016 in order to provide RTD Funding for 2016, and the Third Agreement dated April 12, 2017 in order to provide RTD Funding for 2017 (collectively, the "Agreement");
- B. Section 10.H of the Agreement provides that the Parties may amend the Agreement to account for changes in the RTD Funding by a written agreement;
- C. In accordance with Section 10.H of the Agreement, RTD and LOCAL ENTITY now desire to amend the Agreement in order to provide the RTD Funding for 2018.

Now, therefore, the Parties agree as follows:

AGREEMENT

- 1. Except as otherwise stated herein, all capitalized terms shall have the same meaning as set forth in the Agreement. If there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. As modified by this Amendment, the Agreement shall remain in full force and effect.
- 2. Exhibit B of the Agreement is stricken and replaced with the revised Exhibit B, which is attached hereto and incorporated by reference herein.
- 3. This Amendment shall become effective upon the last date executed by all Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment to the Agreement.

CITY OF ENGLEWOOD

REGIONAL TRANSPORTATION DISTRICT

By:_____

By:_____

Rita Russell
Mayor Pro Tem

David A. Genova
General Manager & CEO

Date: _____

Date: _____

ATTEST:

By:_____

Stephanie Carlile
City Clerk

APPROVED AS TO LEGAL
FORM for RTD:

By:_____

Lori L. Graham
Associate General Counsel

REVISED EXHIBIT B
DESCRIPTION OF THE RTD FUNDING

Expenses- January 2018 – December 2018

art operating hours expense-6120 hours @ 56.57 per hour	\$ 346,208
art fuel expenses	<u>\$ 40,000</u>
Total Expenses	\$ 386,208

Estimated Farebox Revenue- January 2018 – December 2018

Estimated Farebox Revenue*	\$ 65,084
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* Because the City offers the art as a fare-free service, Estimated Farebox Revenue is based upon a survey performed in October 2016 by RTD that determined the average fare that would have been collected had the City charged RTD's local fare for the art service, and using the Operating Parameters set out in Exhibit A.

RTD Funding*

	\$386,208 (Expenses)
	- <u>\$ 65,084 (Estimated Farebox Revenue)</u>
RTD Funding	\$321,124

*The RTD Funding is calculated as the Net Cost of operating the **art** service up to the amount set out above. Net Cost is calculated as Expenses (all operating costs for the **art** including fuel but not administrative costs) less Estimated Farebox Revenue.

Department Community Development

Fund General

Account 02.0801

Description The Community Development Department oversees planning, zoning, environmental, neighborhood, urban renewal, economic development, building safety and housing initiatives in the City of Englewood.

The **Building Division** offers a variety of services to help citizens and contractors. Primarily, the Division is responsible for ensuring that building structures in Englewood are safe and conform to international building codes. Office staff is available to provide information on building permits and codes and to perform inspections. Staff members are trained and certified in all aspects of code administration.

**History and
Budget**

	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Budget 2017	Estimate 2017	Budget 2018
Revenue								
Taxes	-	-	-	-	-	-	-	-
Licenses & Permits	850,936	1,153,422	1,223,786	1,224,590	1,104,878	976,600	925,330	954,735
Intergovernmental	75,535	4,500	16,300	16,729	16,800	16,800	92,335	92,335
Charges for Services	127,128	89,388	11,379	14,500	17,789	17,120	16,070	409,437
Fines & Forfeitures	-	-	-	-	-	-	-	-
Investment Income	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	81	81	-
LT Debt Proceeds	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
Total Revenue	1,053,599	1,247,310	1,251,465	1,255,819	1,139,468	1,010,601	1,033,816	1,456,507
Percent Change	----	18.39%	0.33%	0.35%	-9.26%	-11.31%	2.30%	40.89%
Expenditure								
Personnel	1,522,079	1,510,308	1,513,902	1,448,382	1,483,011	1,674,544	1,552,638	1,669,091
Commodities	46,413	37,003	27,694	38,046	38,638	37,066	37,680	35,985
Contractual	426,928	287,356	391,333	439,175	418,362	579,430	580,730	923,668
Capital	8,555	12,028	14,793	10,393	14,176	11,757	11,757	15,757
Debt Service	-	-	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-
Total Expenditure	2,003,975	1,846,695	1,947,722	1,935,996	1,954,188	2,302,797	2,182,806	2,644,501
Percent Change	9.69%	-7.85%	5.47%	-0.60%	0.94%	17.84%	-5.21%	21.15%
Employees FTE	18.00	18.00	18.00	16.00	16.00	17.00	17.00	17.00
Percent Change FTE	0.00%	0.00%	0.00%	-11.11%	0.00%	6.25%	0.00%	0.00%

The following Budgeting for Community Goals Department Program List estimates the 2018 Total Cost based on the 2017 personnel and non-personnel costs and FTE department allocations. Before we begin the 2019 budget process, the departments will review their program lists to determine any changes that may expand or contract the program list. Once the program list is finalized, departments will allocate the 2018 budget costs and FTE to programs.

Please note: The costs associated with Administration Programs (that display zero dollars, even though FTEs are provided), are allocated to the non-administrative programs as these costs support the department's overall operations.

art Shuttle Ridership Report

2010 Ridership

Month	Ridership	Total	Average
January-10	12,131	12,131	12,131
February-10	12,654	24,785	12,393
March-10	14,672	39,457	13,152
April-10	14,253	53,710	13,428
May-10	13,047	66,757	13,351
June-10	14,717	81,474	13,579
July-10	13,876	95,350	13,621
August-10	15,804	111,154	13,894
September-10	15,616	126,770	14,086
October-10	14,852	141,622	14,162
November-10	14,043	155,665	14,151
December-10	15,390	171,055	14,255

2011 Ridership

Month	Ridership	Total	Average
January-11	14,863	14,863	14,863
February-11	14,325	29,188	14,594
March-11	16,934	46,122	15,374
April-11	16,081	62,203	15,551
May-11	15,547	77,750	15,550
June-11	16,832	94,582	15,764
July-11	15,277	109,859	15,694
August-11	17,461	127,320	15,915
September-11	16,223	143,543	15,949
October-11	15,660	159,203	15,920
November-11	15,494	174,697	15,882
December-11	15,010	189,707	15,809

2012 Ridership

Month	Ridership	Total	Average
January-12	14,892	14,892	14,892
February-12	15,379	30,271	15,136
March-12	16,637	46,908	15,636
April-12	15,575	62,483	15,621
May-12	16,576	79,059	15,812
June-12	16,324	95,383	15,897
July-12	15,782	111,165	15,881
August-12	17,802	128,967	16,121
September-12	14,345	143,312	15,924
October-12	17,322	160,634	16,063
November-12	15,384	176,018	16,002
December-12	14,208	190,226	15,852

2013 Ridership

Month	Ridership	Total	Average
January-13	15,337	15,337	15,337
February-13	14,354	29,691	14,846
March-13	17,024	46,715	15,572
April-13	15,202	61,917	15,479
May-13	15,564	77,481	15,496
June-13	13,905	91,386	15,231
July-13	14,914	106,300	15,186
August-13	16,308	122,608	15,326
September-13	14,523	137,131	15,237
October-13	16,012	153,143	15,314
November-13	13,827	166,970	15,179
December-13	14,180	181,150	15,096

2014 Ridership

Month	Ridership	Total	Average
January-14	14,803	14,803	14,803
February-14	13,952	28,755	14,378
March-14	14,494	43,249	14,416
April-14	15,239	58,488	14,622
May-14	13,811	72,299	14,460
June-14	14,245	86,544	14,424
July-14	15,379	101,923	14,560
August-14	14,467	116,390	14,549
September-14	15,070	131,460	14,607
October-14	15,149	146,609	14,661
November-14	12,111	158,720	14,429
December-14	13,629	172,349	14,362

2015 Ridership

Month	Ridership	Total	Average
January-15	12,722	12,722	12,722
February-15	12,961	25,683	12,842
March-15	14,454	40,137	13,379
April-15	14,264	54,401	13,600
May-15	12,878	67,279	13,456
June-15	14,369	81,648	13,608
July-15	14,014	95,662	13,666
August-15	13,653	109,315	13,664
September-15	14,220	123,535	13,726
October-15	14,378	137,913	13,791
November-15	12,841	150,754	13,705
December-15	12,706	163,460	13,622

2016 Ridership

Month	Ridership	Total	Average
January-16	12,728	12,728	12,728
February-16	13,686	26,414	13,207
March-16	14,519	40,933	13,644
April-16	13,636	54,569	13,642
May-16	13,228	67,797	13,559
June-16	13,990	81,787	13,631
July-16	12,369	94,156	13,451
August-16	14,398	108,554	13,569
September-16	13,143	121,697	13,522
October-16	12,965	134,662	13,466
November-16	13,104	147,766	13,433
December-16	13,190	160,956	13,413

2017 Ridership

Month	Ridership	Total	Average
January-17	12,991	12,991	12,991
February-17	13,889	26,880	13,440
March-17	15,982	42,862	14,287
April-17	13,510	56,372	14,093
May-17	14,950	71,322	14,264
June-17	14,249	85,571	14,262
July-17	12,020	97,591	13,942
August-17	14,327	111,918	13,990
September-17	12,073	123,991	13,777
October-17	12,815	136,806	13,681
November-17	12,730	149,536	13,594
December-17	11,400	160,936	13,411